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#5 Perocci
PATENT 12/02

Attorney Docket No. A-69967/RMA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

MENON et al.

Serial No.: 10/090,709

Filed: March 4, 2002

For: Metadata Enabled Push-Pull Model for
Efficient Low-Latency Video-Content
Distribution Over a Network

Examiner: NOT ASSIGNED

Art Unit: 2152

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Technology Center 2100

CERTIFICATE OF MAILING

I hereby certify that this correspondence, including listed enclosures, is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on July 18, 2002.

Signed: Karina Moy-Brown
Karina Moy-Brown

SUBMITTAL OF POWER OF ATTORNEY BY ASSIGNEE

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

Enclosed is an executed Power of Attorney by Assignee to be filed in the above-identified patent application. Also enclosed is a copy of the Assignment, which was forwarded for recording simultaneously herewith.

Respectfully submitted,

DORSEY & WHITNEY LLP

R. Michael Ananian
R. Michael Ananian, Reg. No. 35,050

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ASSIGNMENT

WHEREAS, (1) SATISH N. MENON of Sunnyvale, California and (2) SANJAY S. SINGAL, of Mountain View, California, have invented certain new and useful improvements in METADATA ENABLED PUSH-PULL MODEL FOR EFFICIENT LOW-LATENCY VIDEO-CONTENT DISTRIBUTION OVER A NETWORK, and have executed an application for a United States patent disclosing and identifying the invention filed March 4, 2002 bearing Serial No. 10/090,709; and

WHEREAS, KASENNA, INC., a corporation of the State of Delaware, having a place of business at 2091 N. Shoreline Blvd. Mountain View, California 94043, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for

perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the dates set forth below:

~~XX~~ 5/31/2002
Date

Satish Menon
(1) SATISH N. MENON

~~XX~~ 5/31/2002
Date

Sanjay S. Singal
(2) SANJAY S. SINGAL



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